



STATE OF ALABAMA

DEPARTMENT OF FINANCE
DIVISION OF PURCHASING

INVITATION TO BID

INVITATION TO BID NO: 10-X-2216356

REQ. AGENCY : 043000
BOARD OF PARDONS & PAROLES
AGENCY REQ. NO. : 1069178
T-NUMBER : TA767
DATE ISSUED : 02/16/10
VENDOR NO. :
VENDOR PHONE NO. :
SNAP REQ. NO. : 1435023
BUYER NAME : RAY BRESSLER

FOR: COMMERCIAL WASTE SERVICE

BUYER PHONE NO. : (334) 242-4670-
PURCHASING PHONE NO: (334) 242-7250

BID MUST BE RECEIVED BEFORE:
DATE: 03/03/10 TIME: 5:00 PM

BIDS WILL BE PUBLICLY OPENED:
DATE: 03/04/10 TIME: 2:00 PM

TO BE COMPLETED BY VENDOR

INFORMATION IN THIS SECTION SHOULD BE PROVIDED, AS APPROPRIATE. BID RESPONSE
MUST BE IN INK OR TYPED WITH ORIGINAL SIGNATURE AND NOTARIZATION.

1. DELIVERY: CAN BE MADE _____ DAYS OR _____ WEEKS AFTER RECEIPT OF ORDER
2. TERMS: _____(DISCOUNTS ARE TAKEN WITHOUT REGARD TO DATE OF PAYMENT.)
3. PRICE VALID FOR ACCEPTANCE WITHIN _____ DAYS.
4. VENDOR QUOTATION REFERENCE NUMBER, IF ANY: _____
(THIS NUMBER WILL APPEAR ON THE PURCHASE ORDER.)
5. E-MAIL ADDRESS: _____
INTERNET WEBSITE: _____
6. GENERAL CONTRACTOR'S LICENSE NO: _____
TYPE OF G.C. LICENSE: _____

***** IMPORTANT NOTE: *****

BIDDERS MUST COMPLY WITH ALL "BID RESPONSE INSTRUCTIONS" ON PAGE 2, TO INCLUDE
ITEM 7 - COPY REQUIREMENT.

RETURN INVITATION TO BID:

US MAIL

COURIER

STATE OF ALABAMA
DEPARTMENT OF FINANCE
DIVISION OF PURCHASING
P O BOX 302620
MONTGOMERY, AL 36130-2620

STATE OF ALABAMA
DIVISION OF PURCHASING
RSA UNION BUILDING
100 N. UNION ST., SUITE 192
MONTGOMERY, AL 36104

SIGNATURE AND NOTARIZATION REQUIRED

I HAVE READ THE ENTIRE BID AND AGREE TO FURNISH EACH ITEM OFFERED AT THE PRICE QUOTED.
I HERBY AFFIRM I HAVE NOT BEEN IN ANY AGREEMENT OR COLLUSION AMONG BIDDERS IN
RESTRAINT OF FREEDOM OF COMPETITION BY AGREEMENT TO BID AT A FIXED PRICE OR TO
REFRAIN FROM BIDDING.

SWORN TO AND

FEIN OR SSN

AUTHORIZED SIGNATURE (INK)

SUBSCRIBED BEFORE ME THIS

COMPANY NAME

TYPE/PRINT AUTHORIZED NAME

_____ DAY OF _____

MAIL ADDRESS

TITLE

NOTARY PUBLIC

CITY, STATE, ZIP

TOLL FREE NUMBER

TERM EXP: _____

PHONE INCLUDING AREA CODE

FAX NUMBER

STANDARD TERMS & CONDITIONS

VENDOR NAME :

VENDOR NUMBER: -

ITB NO. : 10-X-2216356

PAGE 2

INVITATION TO BID

OPEN DATE : 03/04/10 TIME: 2:00 PM

T-NUMBER : TA767

RETURN DATE: 03/03/10 TIME: 5:00 PM

AUTHORITY:

THE DEPARTMENT OF FINANCE CODE OF ADMINISTRATIVE PROCEDURE, CHAPTER 355-4-1 EFFECTIVE DECEMBER 20, 2001 IS INCORPORATED BY REFERENCE AND MADE A PART OF THIS DOCUMENT. TO RECEIVE A COPY CALL (334)242-7250, OR OUR WEBSITE WWW.PURCHASING.ALABAMA.GOV .

INFORMATION AND ASSISTANCE TO MINORITY AND WOMEN-OWNED BUSINESSES IN ACQUIRING M/WBE CERTIFICATION MAY BE OBTAINED FROM THE OFFICE OF MINORITY BUSINESS ENTERPRISE, 1-800-447-4191.

BID (ITB) RESPONSE INSTRUCTIONS

REV: 01/14/10

1. TO SUBMIT A RESPONSIVE BID, READ THESE INSTRUCTIONS, ALL TERMS, CONDITIONS AND SPECIFICATIONS.
2. BID ENVELOPES/PACKAGES/BOXES MUST BE IDENTIFIED ON FRONT, PREFERABLY LOWER LEFT CORNER AND BE VISIBLE WITH THE BID NUMBER AND OPENING DATE. EACH INDIVIDUAL BID (IDENTIFIED BY A UNIQUE BID NUMBER) MUST BE SUBMITTED IN A SEPARATE ENVELOPE. RESPONSES TO MULTIPLE BID NUMBERS SUBMITTED IN THE SAME ENVELOPE/COURIER PACKAGE, THAT ARE NOT IN SEPARATE ENVELOPES PROPERLY IDENTIFIED, WILL BE REJECTED. THE DIVISION OF PURCHASING DOES NOT ASSUME RESPONSIBILITY FOR LATE BIDS FOR ANY REASON INCLUDING THOSE DUE TO POSTAL, OR COURIER SERVICE. BID RESPONSES MUST BE IN THE DIVISION OF PURCHASING OFFICE PRIOR TO THE "RECEIVE DATE AND TIME" INDICATED ON THE BID.
3. BID RESPONSES (PAGE 1, PRICE SHEET AND ADDENDUMS (WHEN SIGNATURE IS REQUIRED)) MUST BE IN INK OR TYPED ON THIS DOCUMENT. OR EXACT FORMAT WITH SIGNATURES BEING HANDWRITTEN ORIGINALS IN INK (PERSON SIGNING BID, NOTARY, AND NOTARY EXPIRATION), OR THE BID WILL BE REJECTED. UNLESS INDICATED IN THE BID, ALL PRICE PAGES MUST BE COMPLETED AND RETURNED. IF AN ITEM IS NOT BEING BID, IDENTIFY IT AS NB (NO-BID). PAGES SHOULD BE SECURED. THE DIVISION OF PURCHASING DOES NOT ASSUME RESPONSIBILITY FOR MISSING PAGES. FAXED BID RESPONSES WILL NOT BE ACCEPTED.
4. THE UNIT PRICE ALWAYS GOVERNS REGARDLESS OF THE EXTENDED AMOUNT. A UNIT PRICE CHANGE ON A LINE MUST BE INITIALED BY THE PERSON SIGNING THE BID, OR THAT LINE WILL BE REJECTED. THIS INCLUDES A CROSS-OUT, STRIKE-OVER, INK-OVER, WHITE-OUT, ERASURE, OR ANY OTHER METHOD CHANGING THE PRICE.
5. A "NO BID" MUST BE RETURNED TO REMAIN ON A CLASS/SUBCLASS. RETURN PAGE 1 OR NOTIFICATION PAGE MARKED "NO-BID". IDENTIFY IT ON THE ENVELOPE AS A "NO-BID". FAILING TO RESPOND TO 3 ITB'S WITHIN THE SAME CLASS/SUBCLASS WILL AUTOMATICALLY PURGE THE VENDOR FROM THAT CLASS/SUBCLASS. RESPONDING WITH 6 "NO-BIDS" WITHIN THE SAME CLASS/SUBCLASS WILL AUTOMATICALLY PURGE THE VENDOR FROM THAT CLASS/SUBCLASS. A "NO-BID" RECEIVED LATE IS CONSIDERED A NO RESPONSE.
6. THE DIVISION OF PURCHASING IS NOT RESPONSIBLE FOR MISINTERPRETATION OF DATA FAXED FROM THIS OFFICE.
7. THE DIVISION OF PURCHASING REQUIRES AN ORIGINAL AND A MINIMUM OF ONE COMPLETE EXACT COPY (TO INCLUDE SIGNATURE AND NOTARY) OF THE INVITATION-TO-BID RESPONSE. THE ORIGINAL AND THE COPY SHOULD BE SUBMITTED TOGETHER AS A BID PACKAGE. FAILURE TO MARK RESPONSES AS "ORIGINAL" AND/OR "COPY" COULD RESULT IN THE ENTIRE BID RESPONSE BEING REJECTED.
8. AN IMPROPERLY SUBMITTED BID, LATE BID, OR BID THAT IS CANCELLED ON OR BEFORE THE OPENING DATE WILL BE HELD FOR 90 DAYS AND THEN DESTROYED. THE BID MUST BE RETRIEVED DURING REGULAR WORK HOURS, MONDAY - FRIDAY, EXCEPT STATE HOLIDAYS. AFTER THE BID IS DESTROYED, THE DIVISION OF PURCHASING ASSUMES NO RESPONSIBILITY FOR THE DOCUMENT.

DISQUALIFIED/CANCELLED BID

BIDS THAT ARE IMPROPERLY SUBMITTED OR RECEIVED LATE WILL BE A RESPONSE FOR RECORD, BUT WILL NOT BE RETURNED OR A NOTIFICATION MAILED.

THE FOLLOWING IS A PARTIAL LIST WHEREBY A BID RESPONSE WILL BE DISQUALIFIED:

BID NUMBER NOT ON FACE OF ENVELOPE/COURIER PACKAGE/BOX
RESPONSES TO MULTIPLE BID NUMBERS IN SAME ENVELOPE NOT PROPERLY IDENTIFIED
BID RECEIVED LATE
BID NOT SIGNED/NOT ORIGINAL SIGNATURE
BID NOT NOTARIZED/NOT ORIGINAL SIGNATURE OF NOTARY AND/OR NO NOTARY EXPIRATION
NOTARIZED OWN SIGNATURE
REQUIRED INFORMATION NOT SUBMITTED WITH BID
FAILURE TO SUBMIT THE ORIGINAL BID AND A COMPLETE EXACT COPY

CERTIFICATION PURSUANT TO ACT NO. 2006-557

ALABAMA LAW (SECTION 41-4-116, CODE OF ALABAMA 1975) PROVIDES THAT EVERY BID SUBMITTED AND CONTRACT EXECUTED SHALL CONTAIN A CERTIFICATION THAT THE VENDOR, CONTRACTOR, AND ALL OF ITS AFFILIATES THAT MAKE SALES FOR DELIVERY INTO ALABAMA OR LEASES FOR USE IN ALABAMA ARE REGISTERED, COLLECTING, AND REMITTING ALABAMA STATE AND LOCAL SALES, USE, AND/OR LEASE TAX ON ALL TAXABLE SALES AND LEASES INTO ALABAMA. BY SUBMITTING THIS BID, THE BIDDER IS HEARBY CERTIFYING THAT THEY ARE IN FULL COMPLIANCE WITH ACT NO. 2006-557, THEY ARE NOT BARRED FROM BIDDING OR ENTERING INTO A CONTRACT PURSUANT TO 41-4-116, AND ACKNOWLEDGES THAT THE AWARDING AUTHORITY MAY DECLARE THE CONTRACT VOID IF THE CERTIFICATION IS FALSE.

SPECIAL TERMS & CONDITIONS

VENDOR NAME :

VENDOR NUMBER: -
ITB NO. : 10-X-2216356
OPEN DATE : 03/04/10 TIME: 2:00 PM
T-NUMBER : TA767
RETURN DATE: 03/03/10 TIME: 5:00 PM

PAGE 3

INVITATION TO BID

INTENT TO AWARD

EFFECTIVE MAY 1, 2008, THE STATE OF ALABAMA - DIVISION OF PURCHASING WILL ISSUE AN 'INTENT TO AWARD' BEFORE A FINAL AWARD IS MADE. THE 'INTENT TO AWARD' WILL CONTINUE FOR A PERIOD OF FIVE (5) CALENDAR DAYS, AFTER WHICH A PURCHASE ORDER WILL BE PRODUCED. UPON FINAL AWARD, ALL RIGHTS TO PROTEST ARE FORFEITED. A DETAILED EXPLANATION OF THIS PROCESS MAY BE REVIEWED IN THE ALABAMA ADMINISTRATIVE CODE - CHAPTER 355-4-1(14).

ALTERNATE BID RESPONSE

UNLESS STATED ELSEWHERE IN THIS INVITATION-TO-BID (ITB) THE STATE OF ALABAMA WILL ACCEPT AND EVALUATE ALTERNATE BID SUBMITTALS ON ANY ITB'S. ALTERNATE BID RESPONSES WILL BE EVALUATED ACCORDING TO THE REQUIREMENTS AS ALL OTHER RESPONSES TO THIS ITB.

INTERNET WEBSITE LINK'S

INTERNET AND/OR WEBSITE LINKS WILL NOT BE ACCEPTED IN BID RESPONSES AS A MEANS TO SUPPLY ANY REQUIREMENTS STATED IN THIS ITB (INVITATION-TO-BID).

PRODUCT DELIVERY, RECEIVING AND ACCEPTANCE

IN ACCORDANCE WITH THE UNIVERSAL COMMERCE CODE (CODE OF ALABAMA, TITLE 7), AFTER DELIVERY, THE STATE OF ALABAMA HAS THE RIGHT TO INSPECT ALL PRODUCTS BEFORE ACCEPTING. THE STATE WILL INSPECT PRODUCTS IN A REASONABLE TIMEFRAME. SIGNATURE ON A DELIVERY DOCUMENT DOES NOT CONSTITUTE ACCEPTANCE BY THE STATE. THE STATE WILL ACCEPT PRODUCTS ONLY AFTER SATISFACTORY INSPECTION.

SALES TAX EXEMPTION

PURSUANT TO THE CODE OF ALABAMA, 1975, TITLE 40-23-4 (A) (11), THE STATE OF ALABAMA IS EXEMPT FROM PAYING SALES TAX. AN EXEMPTION LETTER WILL BE FURNISHED UPON REQUEST.

INVOICES

INQUIRIES CONCERNING PAYMENT AFTER INVOICES HAVE BEEN SUBMITTED ARE TO BE DIRECTED TO THE RECEIVING AGENCY, NOT THE DIVISION OF PURCHASING

BID RESPONSES AND BID RESULTS

UNEVALUATED BID RESPONSES (NOT BID RESULTS) ARE AVAILABLE ON OUR WEB SITE AT WWW.PURCHASING.ALABAMA.GOV. BID RESULTS WILL BE MADE AVAILABLE FOR REVIEW IN THE DIVISION OF PURCHASING OFFICE, BUT ONLY AFTER THE BID HAS BEEN AWARDED. WE DO NOT FAX OR MAIL COPIES OF BID RESULTS. IF A VENDOR WISHES TO REVIEW BID RESULTS IN OUR OFFICE, THEY SHOULD FAX THEIR REQUEST TO REVIEW THE BID TWO DAYS IN ADVANCE TO THE "BID REVIEW CLERK" AT (334) 242-4419. BE SURE TO REFERENCE THE BID NUMBER.

FOREIGN CORPORATION - CERTIFICATE OF AUTHORITY

ALABAMA LAW PROVIDES THAT A FOREIGN CORPORATION (AN OUT-OF-STATE COMPANY/FIRM) MAY NOT TRANSACT BUSINESS IN THE STATE OF ALABAMA UNTIL IT OBTAINS A CERTIFICATE OF AUTHORITY FROM THE SECRETARY OF STATE. SECTION 10-2B-15.01, CODE OF ALABAMA 1975. TO OBTAIN FORMS FOR A CERTIFICATE OF AUTHORITY, CONTACT THE SECRETARY OF STATE, CORPORATIONS DIVISION, (334) 242-5324. THE CERTIFICATE OF AUTHORITY DOES NOT KEEP THE VENDOR FROM SUBMITTING A BID.

BID IDENTIFICATION

REFERENCE PAGE 2, ITEM 2. DUE TO THE POSTAL SERVICE PUTTING BAR CODE LABELS ON ENVELOPES, IT CONCEALS THE BID NUMBER AND DATE IF THE VENDOR HAS WRITTEN THEM OTHER THAN THE LOWER LEFT CORNER, THEREFORE THE BID WOULD BE REJECTED FOR NOT BEING PROPERLY IDENTIFIED.

SPECIAL TERMS & CONDITIONS

VENDOR NAME :

VENDOR NUMBER: -
ITB NO. : 10-X-2216356
OPEN DATE : 03/04/10 TIME: 2:00 PM
T-NUMBER : TA767
RETURN DATE: 03/03/10 TIME: 5:00 PM

PAGE 4

INVITATION TO BID

AWARD:

EACH ITEM MUST BE PRICED SEPARATELY. HOWEVER, AN "ALL OR NONE" AWARD MAY BE MADE TO INSURE COMPATIBILITY AND/OR MAINTENANCE INTEGRITY WHERE APPLICABLE. AWARD WILL BE MADE TO THE LOWEST RESPONSIBLE BIDDER(S) MEETING ALL SPECIFICATIONS.

ASSIGNMENT OF CONTRACT:

TO ASSIGN, SUBLET OR TRANSFER ANY CONTRACT RESULTING FROM THIS SOLICITATION, THE VENDOR'S WRITTEN REQUEST MUST BE APPROVED BY THE STATE PURCHASING DIRECTOR.

CONTRACT PERIOD:

ESTABLISH A 12 MONTH CONTRACT WITH AN OPTION TO EXTEND FOR A SECOND, AND THIRD 12 MONTH PERIOD WITH THE SAME PRICING, TERMS AND CONDITIONS. THE SECOND AND THIRD 12 MONTH PERIOD, IF AGREED BY BOTH PARTIES, WOULD BEGIN THE DAY AFTER THE FIRST OR SECOND 12 MONTH PERIOD EXPIRES. ANY SUCCESSIVE EXTENSION MUST HAVE WRITTEN APPROVAL OF BOTH THE STATE AND VENDOR NO LATER THAN 30 DAYS PRIOR TO EXPIRATION OF THE PREVIOUS 12 MONTH PERIOD.

ANNUAL AGREEMENT:

THE PURCHASE ORDER CONSTITUTES A CONTRACT BETWEEN THE STATE OF ALABAMA AND THE VENDOR. THE VENDOR ACCEPTS THE CONTRACT AS WRITTEN AND WILL FULFILL ALL REQUIREMENTS FOR THE VALID PERIOD INDICATED.

CHANGES/MODIFICATIONS ARE ALLOWED ONLY BY A WRITTEN PURCHASE ORDER CHANGE THROUGH THE DIVISION OF PURCHASING.

INVOICE TO BE BILLED IN ARREARS, TO THE "BILL TO" ADDRESS.

NON-APPROPRIATION OF FUNDS:

CONTINUATION OF ANY AGREEMENT BETWEEN THE STATE AND A BIDDER BEYOND A FISCAL YEAR IS CONTINGENT UPON CONTINUED LEGISLATIVE APPROPRIATION OF FUNDS FOR THE PURPOSE OF THIS BID AND ANY RESULTING AGREEMENT. NON-AVAILABILITY OF FUNDS AT ANY TIME SHALL CAUSE ANY AGREEMENT TO BECOME VOID AND UNENFORCEABLE AND NO LIQUIDATED DAMAGES SHALL ACCRUE TO THE STATE AS A RESULT. THE STATE WILL NOT INCUR LIABILITY BEYOND THE PAYMENT OF ACCRUED AGREEMENT PAYMENT.

PRORATION:

ANY PROVISION OF A CONTRACT RESULTING FROM THIS BID TO THE CONTRARY NOTWITHSTANDING, IN THE EVENT OF FAILURE OF THE STATE TO MAKE PAYMENT HEREUNDER AS A RESULT OF PARTIAL UNAVAILABILITY, AT THE TIME SUCH PAYMENT IS DUE, OF SUCH SUFFICIENT REVENUES OF THE STATE TO MAKE SUCH PAYMENT (PRORATION OF APPROPRIATED FUNDS FOR THE STATE HAVING BEEN DECLARED BY THE GOVERNOR PURSUANT TO SECTION 41-4-90 OF THE CODE OF ALABAMA 1975), THE CONTRACTOR SHALL HAVE THE OPTION, IN ADDITION TO THE OTHER REMEDIES OF THE CONTRACT, OF RENEGOTIATING THE CONTRACT (EXTENDING OR CHANGING PAYMENT TERMS OR AMOUNTS) OR TERMINATING THE CONTRACT.

SPECIFICATIONS

VENDOR NAME :

VENDOR NUMBER: -
ITB NO. : 10-X-2216356
OPEN DATE : 03/04/10 TIME: 2:00 PM
T-NUMBER : TA767
RETURN DATE: 03/03/10 TIME: 5:00 PM

PAGE 5

INVITATION TO BID

GARBAGE SERVICE
SPECIFICATION 910D84

REQUIREMENT:
FURNISH LABOR AND EQUIPMENT FOR GARBAGE SERVICE DESCRIBED HEREIN.

SERVICE:
REMOVE ALL WASTE FROM EACH CONTAINER, LEAVE EACH CONTAINER LEVEL AND IN THE DESIGNATED SPACE. AREA AROUND CONTAINER IS TO BE LEFT FREE OF TRASH AND DEBRIS AFTER EMPTYING.

THE VENDOR'S NORMAL BUSINESS HOURS FOR THIS SERVICE ARE ACCEPTABLE UNLESS OTHERWISE SPECIFIED (BY LINE ITEM/LOCATION) IN THE BID. IF THE LOCATION TO BE SERVICED IS LOCKED AND NOT ACCESSIBLE TO THE VENDOR ON A STATE HOLIDAY, SERVICE IS TO BE PROVIDED ON THE NEXT STATE BUSINESS DAY, IF POSSIBLE. THE STATE WILL PRORATE INVOICES FOR PAYMENT IF SERVICE IS NOT PROVIDED ON A SCHEDULED PICKUP DAY OR THE DAY FOLLOWING A STATE HOLIDAY.

APPLICABLE LAWS:
THE VENDOR WILL COMPLY WITH ALL APPLICABLE FEDERAL AND STATE OF ALABAMA LAWS AND ALL MUNICIPAL ORDINANCES THAT APPLY TO WASTE COLLECTION AND DISPOSAL. TITLE TO THE TRASH TRANSFERS AT THE TIME AND POINT OF COLLECTION.

***** SPECIAL NOTE: VENDOR WILL BE REQUIRED TO SUBMIT COPIES OF ANY AND ALL APPLICABLE PERMITS AND LICENSES AT THE VENDOR'S EXPENSE BEFORE AWARD CAN BE MADE. VENDOR MUST ALSO PROVIDE WRITTEN DOCUMENTATION AS TO LANDFILL(S), TRANSFER STATIONS, ETC. TO BE USED BY THE VENDOR IN DISPOSING OF TRASH COLLECTED FROM AND DISPOSED OF FOR THE STATE AGENCY (AGENCIES) IN THIS BID. THIS WRITTEN DOCUMENTATION MUST ALSO BE PROVIDED BEFORE AWARD CAN BE MADE.

***** NOTE: SUBMISSION OF THIS DOCUMENTATION WITH THE BID WILL EXPEDITE EVALUATION AND AWARD.

FUEL SURCHARGE: THE STATE OF ALABAMA WILL NOT PAY FUEL SURCHARGE FEES DUE TO UNEXPECTED INCREASES IN THE PRICE OF FUEL.

CONTRACT PRICE ADJUSTMENTS:
ALL PRICES IN THIS CONTRACT WILL REMAIN FIRM FOR THE FIRST TWO TWELVE-MONTH CONTRACT PERIODS. THE STATE WILL ALLOW AN INCREASE IN THE PRICE OF THE MONTHLY PICKUP SERVICE CHARGE FOR THE REGULAR SIZED CONTAINERS, AND WILL ALLOW AN INCREASE IN THE HAUL CHARGE ONLY FOR THE CONSTRUCTION SIZED CONTAINERS (20,30,33,&40 CUBIC YARDS) DURING THE CONTRACT RENEWAL PROCESS BETWEEN YEARS TWO AND THREE AND A SECOND INCREASE BETWEEN YEARS FOUR AND FIVE OF THIS CONTRACT. THE DECISION TO ALLOW THE PRICE INCREASES WILL BE AT THE DISCRETION OF THE DIRECTOR OF STATE PURCHASING, AND WILL BE BASED ON THE U.S. DEPARTMENT OF LABOR CONSUMER PRICE INDEX (CPI). THE BASIS FOR DETERMINING THE PRICE ADJUSTMENTS WILL BE BASED ON THE FOLLOWING CPI SERIES:

* SERIES ID: CUURA319SA0
* NOT SEASONALLY ADJUSTED
* AREA: ATLANTA, GEORGIA
* ITEM: ALL ITEMS
* BASE PERIOD: 1982 - 1984 = 100

THE FIRST PRICE ADJUSTMENT WILL BE BASED ON THE HALF 1 OF THE CURRENT FISCAL YEAR BASED UPON THE FOLLOWING FORMULA:
CPI FOR CURRENT PERIOD (2008 HALF 1)

SPECIFICATIONS

VENDOR NAME :

VENDOR NUMBER: -
 ITB NO. : 10-X-2216356
 OPEN DATE : 03/04/10 TIME: 2:00 PM
 T-NUMBER : TA767
 RETURN DATE: 03/03/10 TIME: 5:00 PM

PAGE 6

INVITATION TO BID

LESS CPI FOR PREVIOUS PERIOD (2007 HALF 1)
 EQUALS INDEX POINT CHANGE
 DIVIDED BY PREVIOUS PERIOD CPI (2007 HALF 1)
 EQUALS
 RESULT MULTIPLIED BY 100
 EQUALS PERCENT CHANGE

THIS WILL BE THE ALLOWED PERCENTAGE OF INCREASE IN PRICES THAT WILL GO INTO EFFECT THE FOLLOWING FISCAL YEAR, BEGINNING ON NOVEMBER 17, 2010 WITH ANY INCREASE NOT TO EXCEED 4%.

THE SECOND PRICE ADJUSTMENT THAT WILL OCCUR BETWEEN YEARS FOUR AND FIVE OF THIS CONTRACT WILL BE BASED ON THE SAME FORMULA AS THE FIRST ADJUSTMENT, WITH THE EXCEPTION OF USING YEAR 2010 HALF 1 AS THE CURRENT PERIOD AND YEAR 2009 HALF 1 AS THE PREVIOUS PERIOD FOR COMPUTING THAT PERCENTAGE, NOT TO EXCEED 4%. THIS SECOND INCREASE WILL GO INTO EFFECT FOR YEAR FIVE ON OCTOBER 1, 2010 (FISCAL YEAR 2011).

THE FOLLOWING IS AN EXAMPLE OF THE FORMULA THAT WILL BE USED TO DETERMINE THE PRICE ADJUSTMENT PERCENTAGE:

2006 HALF 1	192.6
LESS 2005 HALF 1	- 187.1
EQUALS	= 5.5
DIVIDED BY 2005 HALF 1	187.1
EQUALS	0.02
MULTIPLIED BY 100	X 100
EQUALS PERCENT OF CHANGE (INC.)	2.00%

IF THERE IS NO INCREASE IN THE CPI FOR THESE YEARS, THERE WILL BE NO PRICE INCREASES ALLOWED. IF THERE IS A DECREASE IN THE CPI DURING THE RENEWAL PERIODS, THE VENDOR WILL DECREASE HIS PRICES BY THAT PERCENT.

VENDOR BUY-OUTS: IF AN AWARDED CONTRACT VENDOR SELLS HIS/HER GARBAGE SERVICE BUSINESS TO ANOTHER VENDOR, THE BUYING VENDOR IS EXPECTED TO ASSUME THE RESPONSIBILITY OF THE SELLING VENDOR'S STATE CONTRACTS WITH THE SAME PRICING, TERMS AND CONDITIONS AS BID BY THE SELLING VENDOR. HOWEVER, CONTINUING PAYMENTS FROM THE STATE WILL BE MADE TO THE VENDOR THAT THE CONTRACT WAS ORIGINALLY AWARDED TO FOR THE REMAINDER OF THE FISCAL YEAR IN WHICH A BUYOUT OCCURS. ALTHOUGH THE STATE CANNOT, AND CERTAINLY WOULD NOT, PREVENT VENDORS FROM SELLING PART(S) OF THEIR COMPANY OR ANY ASSETS, THE STATE WILL NO LONGER CARRY THE BURDEN OF THE TIME AND EXPENSE OF CANCELLING AND RE-AWARDING CONTRACTS, AS WELL AS PURCHASE ORDERS, THAT BUYOUTS CAUSE.

****CANCELLING AND RE-AWARDING OF CONTRACTS DUE TO BUYOUTS WILL BE ALLOWED BETWEEN FISCAL YEARS AT RENEWAL TIME.*****

ALSO, A CONTRACT VENDOR WILL NOT BE ALLOWED TO DROP SERVICE TO ANY AREA THAT HAS BEEN AWARDED THRU THE BID PROCESS. IF YOU CANNOT AFFORD TO SERVICE AN AREA THAT YOU HAVE BEEN AWARDED FOR THE LIFE OF THE CONTRACT, THEN DO NOT BID THOSE AREAS.

FAILURE TO ABIDE BY THIS TERM AND CONDITION MAY RESULT IN THAT VENDOR LOSING ALL AWARDED GARBAGE CONTRACTS, AND POSSIBLY BEING BARRED FROM FUTURE BIDS FOR A TIME TO BE DETERMINED BY THE DIRECTOR OF STATE PURCHASING.

EQUIPMENT FURNISHED BY VENDOR:
 ALL VEHICLES AND CONTAINERS FURNISHED BY THE VENDOR WILL BE IN GOOD MECHANICAL CONDITION, AND HAVE AN ACCEPTABLE APPEARANCE. CONTAINERS, IF FURNISHED, WILL MEET ADEM CONTAINMENT REQUIREMENTS BY PROVIDING CONTAINERS THAT ARE IN GOOD MECHANICAL CONDITION WITH DOORS AND LIDS THAT OPEN PROPERLY AND CLOSE SECURELY, TO INCLUDE LOCKS THAT WILL PREVENT ANIMALS FROM ACCESSING CONTENTS OF CONTAINERS AT NO ADDITIONAL COST TO THE STATE. CONTAINERS WILL NOT BE RUSTED, AND IF THEY BECOME RUSTED DURING THE LIFE OF THE CONTRACT, THE VENDOR WILL REPLACE SAID CONTAINERS AT NO ADDITIONAL COST TO THE STATE. ALL CONTAINERS

SPECIFICATIONS

VENDOR NAME :

VENDOR NUMBER:

ITB NO. : 10-X-2216356

OPEN DATE : 03/04/10 TIME: 2:00 PM

T-NUMBER : TA767

RETURN DATE: 03/03/10 TIME: 5:00 PM

PAGE 7

INVITATION TO BID

MUST ALSO BE FURNISHED WITH PLUGS TO PREVENT CONTAINERS FROM LEAKING, AGAIN, AT NO ADDITIONAL COST TO THE STATE.
VENDOR WILL STEAM CLEAN AND DEODORIZE AS NECESSARY TO PREVENT OBJECT-IONABLE ODORS.

CONTAINERS OWNED BY THE STATE OF ALABAMA:
THESE CONTAINERS WILL BE MAINTAINED BY THE STATE.

LIABILITY OF VENDOR:
THE VENDOR WILL BE RESPONSIBLE FOR DAMAGE TO THE STATE OF ALABAMA PROPERTY/BUILDINGS WHEN THE DAMAGE IS CAUSED BY VENDOR/EMPLOYEES WHILE EXECUTING THE GARBAGE SERVICE.

CANCELLATION:
THE STATE MAY CANCEL A CONTRACT/PURCHASE ORDER WHEN THE USING AGENCY IS RELOCATED OR CLOSED. THE CANCELLATION WILL BE EFFECTIVE ON THE LAST DAY OF THE MONTH FOLLOWING THE MONTH THE WRITTEN NOTIFICATION TO CANCEL IS GIVEN TO THE VENDOR.

A CONTRACT/PURCHASE ORDER MAY BE CANCELLED IMMEDIATELY FOR UNSATISFACTORY SERVICE WHEN THE VENDOR HAS RECEIVED A MINIMUM OF TWO WRITTEN NOTIFICATIONS BY THE PERSON IN CHARGE OF THE LOCATION.

NOTE: EXTRA PICK-UPS WILL BE AS REQUESTED.

PRICE SHEET

VENDOR NAME :

VENDOR NUMBER: -
ITB NO. : 10-X-2216356
OPEN DATE : 03/04/10 TIME: 2:00 PM
T-NUMBER : TA767
RETURN DATE: 03/03/10 TIME: 5:00 PM

PAGE 8

INVITATION TO BID

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
UNLESS SPECIFIED OTHERWISE BELOW:					
SHIP TO: 043000 / 043M71					
BOARD OF PARDONS & PAROLES					
L.I.F.E. TECH - WETUMPKA					
8476 HWY 231					
WETUMPKA AL 36092					
00001	COMMODITY CODE: 910-27-058263 GARBAGE SERVICE AS SHOWN 1-10 CUBIC YARD CONTAINER SERVICED THREE TIMES PER WEEK 3-6 CUBIC YARD CONTAINERS SERVICES ONE TIME PER WEEK SHIP TO: BOARD OF PARDONS & PAROLES LIFE TECH WETUMPKA 8476 HIGHWAY 231 WETUMPKA, AL 36092 CONTACT: RANDY HODNETT CONTACT#: 334-514-5103	1	LT		

PAGE TOTAL

BID TOTAL